

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Terracino M. King a/k/a Tina King f/k/a Tina Caldwell

Debtor(s)

U.S. Bank National Association, as Trustee,  
successor in interest to Wachovia Bank, National  
Association, as Trustee for Bayview Financial  
Mortgage Pass-Through Trust 2005-D, Mortgage  
Pass-Through Certificates, Series 2005-D

Movant

vs.

Terracino M. King a/k/a Tina King f/k/a Tina Caldwell

Debtor(s)

Scott F. Waterman

Trustee

CHAPTER 13

NO. 20-10261 AMC

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,604.95**, which breaks down as follows;

Post-Petition Payments: May 1, 2022 at \$566.95/month

Fees & Costs Relating to Motion: \$1,038.00

**Total Post-Petition Arrears \$1,604.95**

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on June 1, 2022 and continuing through November 1, 2022, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$566.95** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$267.49** beginning June 2022 through October 2022 and \$267.50 for November 2022 towards the arrearages on or before the last day of each month at the address below;

M&T Bank  
P.O. Box 1288  
Buffalo, NY 14240-1288

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 28, 2022

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 5/3/22



Brad J. Sadek Esq.  
Attorney for Debtor(s)

Date: 05/04/2022

/s/ Ann E. Swartz, Esquire for

Scott F. Waterman Esq.  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2022. However, the court  
retains discretion regarding entry of any further order.



**Date: May 5, 2022**

Bankruptcy Judge  
Ashely M. Chan